

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
USA

CONTRACT



Vendor ID 0000009971
EMC Corporation
4246 Collections Ctr Dr
Chicago IL 60693
USA

Contract ID 0000000000000000000015552		Page 1 of 4
Contract Dates 09/01/2009 to 09/30/2015		Origin CPS
Description: CPS - EMC2 COMPUTER PROD/SVCS		Contract Maximum \$9,999,999.00
Buyer Name Damore, Deborah A	Buyer Phone 828-5784	Contract Status Approved

Phone #: 508-293-6134

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
2		EMC COMPUTER EQUIPMENT, PERIPHERALS AND RELATED SERVICES	EA	0.01000	0.00	0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS ISSUED BASED ON THE REQUEST FOR PROPOSAL ISSUED BY THE STATE OF MINNESOTA ON BEHALF WESTERN STATES CONTRACTING ALLIANCE AND NATIONAL ASSOCIATION OF PROCUREMENT OFFICIALS ENTITLED COMPUTER EQUIPMENT, PERIPHERALS AND RELATED SERVICES DATED SEPTEMBER 29, 2008 AND CONTRACTORS RESPONSE AND INCORPORATED AS PART OF THIS CONTRACT.

STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS TO THE NASPO TERMS AND CONDITIONS COOPERATIVE PROCUREMENT ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

SCOPE OF CONTRACT: TO PROVIDE EMC CORPORATION COMPUTER PRODUCTS TO STATE AGENCIES AND POLITICAL SUBDIVISIONS.

CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR A PERIOD OF THREE (3) YEARS WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL ONE-YEAR TERMS OR PORTIONS THEREOF, OR FOR ONE TWO-YEAR TERM.

ATTACHMENTS: MASTER PRICE AGREEMENT B27161, PARTICIPATING ADDENDUM, STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS COOPERATIVE PROCUREMENTS AND ARE INCORPORATED INTO THIS CONTRACT.

THE CONTRACTOR WILL ESTABLISH A VERMONT CONTRACT PAGE ON ITS WEB SITE ON WHICH WILL APPEAR THE MOST UP TO DATE PRODUCT PRICING AND OTHER RELEVANT CONTRACT INFORMATION, AS WELL AS LINKS TO PRODUCT INFORMATION. A LINK TO THE EMC CORPORATION /STATE OF VERMONT WEB SITE CAN BE FOUND AT [HTTP://BGS.VERMONT.GOV/PURCHASING/CURRENTCONTRACTS](http://BGS.VERMONT.GOV/PURCHASING/CURRENTCONTRACTS).

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

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DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

PRICE: PRICING SHALL BE IN ACCORDANCE WITH THE WSCA MASTER PRICE AGREEMENT NUMBER B27161 AS MAINTAINED ON THE EMC CORPORATION/VERMONT WEBSITE. COST OF SHIPPING 3 TO 5 DAY GROUND IS INCLUDED IN THE PRICE OF THE PRODUCTS AND SERVICES. COST OF EXPEDITED SHIPPING WILL BE CHARGED TO THE ORDERING ENTITY. IF A QUANTITY OF PRODUCTS AND SERVICES ARE BEING PURCHASED, CHECK WITH THE CONTRACTOR FOR POSSIBLE EXTRA PRICE BREAKS.

TAKE BACK AND OTHER ENVIRONMENTAL PROGRAMS: THE CONTRACTOR AGREES TO MAINTAIN FOR THE TERM OF THIS AGREEMENT AND ALL RENEWALS/EXTENSIONS THEREOF, PROGRAMS AS DESCRIBED IN THE FOLLOWING PARAGRAPHS:

A. TAKEBACK/RECYCLING OF CPUS, SERVERS, MONITORS, FLAT PANEL DISPLAYS, NOTEBOOK COMPUTERS AND PRINTERS. COSTS ARE LISTED ON THE WEBSITE.

B. ENVIRONMENT: COMPLIANCE WITH THE FOLLOWING STANDARDS: BLUE ANGEL, ECOLOG, ENERGY STAR, EPEAT (BY LEVEL), GREEN GUARD, NORDIC SWAN AND TCO.

C. PRODUCT LABELING OF COMPLIANCE WITH ITEMS B&C ABOVE AS WELL AS AN IDENTIFICATION OF SUCH INFORMATION ON THE WEB SITE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT:
http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

***** AMENDMENT #1 *****

AMENDMENT #1 - AUGUST 03, 2012 - THE STATE IS HEREBY ELECTING TO EXERCISE THE RENEWAL OPTION OF THIS CONTRACT FOR 2 YEARS BASED ON AMENDMENT#2 TO THE WSCA CONTRACT #B27161, THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR TWO YEARS TO AUGUST 31, 2014 UNDER THE SAME PRICING TERMS AND CONDITIONS.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH, A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

TERMS AND CONDITIONS: "STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS TO THE NASPO TERMS AND CONDITIONS AND REQUIRED FORMS COOPERATIVE PROCUREMENTS" CONTINUE TO APPLY.

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IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

DEBORAH DAMORE
802-828-2211
FAX 802-828-2222

*****AMENDMENT #2 *****

AMENDMENT #2 - JULY 28, 2014 - THE STATE IS HEREBY AMENDING CONTRACT # 15552 TO INCORPORATE WSCA/NASPO MASTER AGREEMENT #B27161 AMENDMENT #3 INTO THIS CONTRACT. AMENDMENT #3 TO THE WSCA CONTRACT #B27161 THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR ONE YEAR TO DECEMBER 31, 2014 AND UNDER THE SAME PRICING, TERMS AND CONDITIONS.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH, A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT

TERMS AND CONDITIONS: "STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS TO THE NASPO TERMS AND CONDITIONS AND REQUIRED FORMS COOPERATIVE PROCUREMENTS" CONTINUE TO APPLY.

*****AMENDMENT #3 *****

AMENDMENT #3 - OCTOBER 27, 2014 - THE STATE IS HEREBY AMENDING CONTRACT #15552 WSCA/NASPO MASTER AGREEMENT #B27161 TO EXTEND THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR THREE MONTHS TO MARCH 31, 2015 AND UNDER THE SAME PRICING, TERMS AND CONDITIONS.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH, A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

TERMS AND CONDITIONS: "STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS TO THE NASPO TERMS AND CONDITIONS AND REQUIRED FORMS COOPERATIVE PROCUREMENTS" CONTINUE TO APPLY.

*****AMENDMENT #4 *****

AMENDMENT #4 - MARCH 5, 2015 - THE STATE IS HEREBY AMENDING CONTRACT #15552 WSCA/NASPO MASTER AGREEMENT #B27161 TO EXTEND THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR SIX MONTHS TO SEPTEMBER 30, 2015 AND UNDER THE SAME PRICING, TERMS AND CONDITIONS.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH, A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

TERMS AND CONDITIONS: "STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS TO THE NASPO TERMS AND CONDITIONS AND REQUIRED FORMS COOPERATIVE PROCUREMENTS" CONTINUE TO APPLY.

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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

Date: _____

Signature: _____

Name: _____

Title: _____

Email: _____

By the CONTRACTOR

Date: _____

Signature: _____

Name: _____

Title: _____

Email: _____